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9 *Attorneys for the Fire Victim Trustee*

10
11 **UNITED STATES BANKRUPTCY COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

13 In re:

14 **PG&E CORPORATION,**

15 **- and -**

16 **PACIFIC GAS AND ELECTRIC**
17 **COMPANY,**
18 **Debtors.**

- 19 ☐ Affects PG&E Corporation
20 ☐ Affects Pacific Gas and Electric Company
21 ☒ Affects both Debtors

22
23 ** All papers shall be filed in the Lead Case,*
24 *No. 19-30088 (DM).*

Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**STIPULATION DEEMING PROOF OF
CLAIM OF JUSTIN FIFE TIMELY FOR
THE PURPOSE OF ADMINISTRATION
BY THE FIRE VICTIM TRUST**

[Relates to Docket Numbers 13285 and 13286]

Resolving Motion Scheduled for Hearing
December 20, 2022 at 10:00 a.m. PT

1 Cathy Yanni, in her capacity as the Trustee (the “**Trustee**”) of the Fire Victim Trust (the
2 “**Trust**”), on the one hand, and Justin Fife (“**Movant**” and together with the Trustee, the
3 “**Parties**”), on the other hand, by and through their respective counsel, hereby submit this
4 stipulation (the “**Stipulation**”) for an order deeming the proof of claim number 108522 filed by
5 Movant on June 16, 2022 (the “**Proof of Claim**”) timely for the purpose of administration by the
6 Trust. The Parties hereby stipulate and agree as follows:

7 **RECITALS**

8 A. On January 29, 2019, PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and
9 Electric Company (“**Utility**”), as debtors and debtors in possession (collectively, “**PG&E**” or the
10 “**Debtors**”), commenced with the Court voluntary cases under chapter 11 of the Bankruptcy Code
11 (the “**Chapter 11 Cases**”). The Reorganized Debtors filed the Chapter 11 Cases to address the
12 billions of dollars of damage and loss relating to the devastating 2015, 2017 and 2018 California
13 fires and to provide compensation to wildfire victims.

14 B. By Order dated July 1, 2019, the Court established October 21, 2019 (the “**Bar**
15 **Date**”) as the last date to file proofs of claim in the Chapter 11 Cases [Docket No. 2806]. By Order
16 dated November 11, 2019, the Court extended the Bar Date to December 31, 2019 (the “**Extended**
17 **Bar Date**”) for unfiled, non-governmental Fire Claimants [Docket No. 4672].

18 C. By Order dated June 20, 2020 [Docket No. 8053] the Bankruptcy Court confirmed
19 the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Dated June*
20 *19, 2020* (as may be further modified, amended or supplemented from time to time, and together
21 with any exhibits or scheduled thereto, the “**Plan**”). The Effective Date of the Plan occurred on
22 July 1, 2020. *See* Dkt. No. 8252.

23 D. Pursuant to the Plan, the Trustee was appointed as the representative of each of the
24 Debtors’ estates pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code was
25 vested with the authority and power (subject to the Fire Victim Trust Agreement¹ and the Plan) to,

26 _____
27 ¹ Capitalized terms used but not otherwise herein defined have the meanings ascribed to such terms
28 in the Plan.

1 among other things: (i) administer, object to or settle Fire Victim Claims; (ii) make distributions to
2 holders of Fire Victim Claims in accordance with the terms of the Plan and the Fire Victim Trust
3 Agreement, and (iii) carry out the provisions of the Plan related to the Trust and the Fire Victim
4 Claims. *See* Plan § 6.8(b).

5 E. Also pursuant to the Plan, all Fire Victim Claims were channeled to the Trust on the
6 Effective Date and are subject to the Channeling Injunction, and any liabilities of the Debtors or the
7 Reorganized Debtors, as applicable, for any Fire Victim Claims have been fully assumed by, and
8 are the sole responsibility of, the Trust, and shall be satisfied solely from the assets of the Trust.
9 *See* Plan §§ 4.7(a), 4.26(c), 6.7(a).

10 F. To be eligible for compensation from the Trust a holder of a Fire Victim Claim must
11 have timely filed a proof of claim. *See* Dkt. No. 8057-1.

12 G. On June 16, 2022, Movant filed the Proof of Claim.

13 H. On July 1, 2022, Movant submitted a Claims Questionnaire to the Trust on behalf of
14 himself, his wife and their two minor children.

15 I. On August 11, 2022 the Trust informed Movant that the Proof of Claim would need
16 to be deemed timely filed by the Bankruptcy Court in order for his family's Fire Victim Claims to
17 be eligible for compensation by the Trust.

18 J. On November 23, 2022, Movant filed the *Motion to Allow/Deem Timely Late Filing*
19 *of Proof of Claim by Justin Fife, et al.; Memorandum of Points and Authorities in Support Thereof;*
20 *Declaration of Justin Fife* [Docket No. 13285] (the "**Motion**").

21 K. The Parties desire to resolve their issues regarding the Motion.

22 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
23 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**
24 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**
UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY
COURT TO ORDER, THAT:

25 1. The Proof of Claim shall be deemed timely filed.

26 2. Nothing herein is intended to, nor shall it be construed to be, a waiver by the
27 Debtors, or the Reorganized Debtors, as applicable, the Fire Victim Trust, or any other party in
28

1 interest of any right to object to the Proof of Claim on any grounds other than the untimely filing
2 thereof.

3 3. Nothing herein is intended to, nor shall it be construed to be, a waiver by Movants
4 of their rights to oppose any asserted challenge to the Proof of Claim.

5 4. Upon entry of an Order approving the Stipulation, the Motion shall be deemed
6 withdrawn with prejudice and the Hearing vacated.

7 5. In the event that the terms of this Stipulation are not approved by the Bankruptcy
8 Court, it shall be null and void and have no force or effect and the Parties agree that, in such
9 circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

10 6. This Stipulation shall be binding on the Parties and each of their successors in
11 interest.

12 7. This Stipulation shall constitute the entire agreement and understanding of the
13 Parties relating to the subject matter hereof and supersede all prior agreements and understandings
14 relating to the subject matter hereof.

15 8. This Stipulation may be executed in counterparts, each of which shall be deemed an
16 original but all of which together shall constitute one and the same agreement.

17 9. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
18 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

19
20 Dated: December 7, 2022

21 BROWN RUDNICK LLP

22 /s/ David J. Molton

23 David J. Molton (SBN 262075)

24 *Attorneys for Fire Victim Trustee*

Dated: December 7, 2022

THE LAW OFFICES OF HERBERT L. TERRERI
A PROFESSIONAL CORPORATION

/s/ Herbert L. Terreri

Herbert L. Terreri (SBN 169815)

Attorney for Justin Fife